

ZB# 91-27

Alfred & Karen Snider

41-3-9

Prelim.

Aug. 12, 1991.

Need:

~~① Affidavit as to~~

① Need ✓

② Title report.

③ Photos. ✓

Public Hearing:

Sept. 23, 1991.

Notice to Sentinel
on 8/28/91.

Ap. to bring in Home
addressed and to Home

adj. to 10/28/91 pending
OCCD. decision.

how.

Collect Fee \$25.00

Oct. 28, 1991

Hearing continued

Area variance

Granted 10/28/91.

TOWN OF NEW WINDSOR555 Union Avenue
New Windsor, N. Y. 12550**General Receipt**

12307

Oct 29, 19 91

Received of

Alfred E Snider\$ 25.00Twenty five and 00/100

DOLLARS

For

3Ba-91-27

DISTRIBUTION:

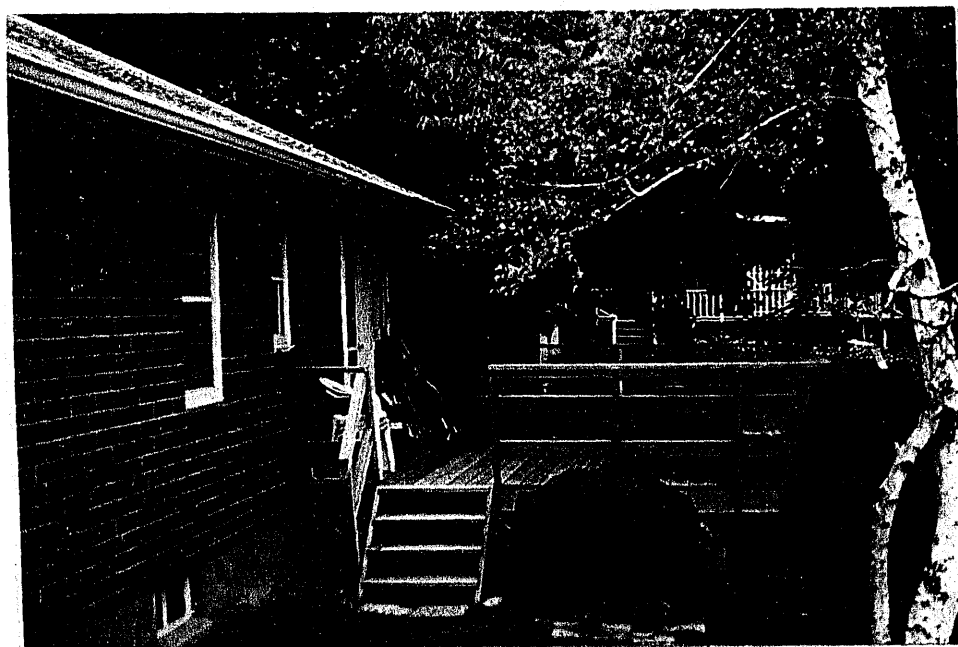
FUND	CODE	AMOUNT
<u>Chas # 2633</u>		<u>25.00</u>

By

Pauline G. TownsendTown Clerk

Title

Williamson Law Book Co., Rochester, N. Y. 14609



Check # 2633	25.00

Williamson Law Book Co., Rochester, N. Y. 14609

By James W. Connelley

James W. Connelley

Title



10-27- Sunday School & Lesson



NEW WINDSOR ZONING BOARD OF APPEALS

-----X

In the Matter of the Application of

DECISION GRANTING
AREA VARIANCE

ALFRED E. SNIDER,

#91-27.

-----X

WHEREAS, ALFRED E. SNIDER, of 4 Allen Place, New Windsor, N. Y. 12553, has made application before the Zoning Board of Appeals for a 9 ft. side yard variance for an existing deck on property located at the above address in an R-4 zone; and

WHEREAS, a public hearing was held on the 23rd day of September, 1991 and adjourned to, and continued on, the 28th day of October, 1991, before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, applicant, ALFRED E. SNIDER, appeared in behalf of himself and spoke in support of the application; and

WHEREAS, there was one spectator, Dave Stanway, present at the public hearing who spoke in favor of the application; and

WHEREAS, the application was unopposed; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following findings in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and published in The Sentinel, also as required by law.

2. The evidence shows that applicant is seeking permission to vary the provisions of the bulk regulations pertaining to side yard in order to allow an existing deck at his residence in an R-4 zone.

3. The evidence presented by applicant substantiated the fact that a variance for less than the allowable side yard would be required in order to allow construction of the proposed addition, which otherwise would conform to the bulk regulations in the R-4 zone.

4. The evidence presented by the applicant indicated that applicant could not construct the deck at any other location on the property since there is a sanitary sewer line located at the rear of the residence and in order not to obstruct this line, applicant opted to construct the deck in its present location, which requires a side yard variance. If the line were obstructed, future access to it would be prohibitively

expensive.

5. The evidence presented by the applicant indicated that the existing deck is 14 x 16 in size, allowing ample space for the placement of a picnic table, chairs and dining area. It would not be economically feasible to construct a deck which conformed to the local law since it would be too small and would not be large enough for the family's use.

6. The evidence presented by the applicant also indicated that access to the deck is through an existing rear door. It would be uneconomic to relocate this door to provide access to a deck which conformed to the local law due to the location of the sewer line and the location of an existing small dining room in the house, and the placement of an existing window in the house.

7. The evidence presented by the applicant further indicated that the residence was not constructed in the center of the lot and this fact has presented a problem that is shared by other neighboring properties, which have inadequate side yards, but which predate the adoption of the Town of New Windsor Zoning Local Law. Also, the property line is not parallel to the side of the house but instead there is an angle which creates the need for a variance even through the side of the deck merely continues rearward to the existing side line of the house.

8. The evidence presented by the applicant further indicated that locating the proposed deck in any of other areas of the lot would create a greater expense due to the renovations required and such renovations would diminish the value of the property and makes access to the sewer line prohibitively expensive.

9. The evidence presented on behalf of the applicant also indicated that he would suffer significant economic injury from the strict application of the bulk regulations to his lot because an addition which complies with the bulk regulations would be more expensive to build and would not provide an adequate return on the investment because it would lack utility and be only partly functional.

10. It is the finding of this Board that the applicant has made a sufficient showing of practical difficulty, entitling him to the requested area variance.

11. The requested variance is not substantial in relation to the bulk regulations for side yard.

12. The requested variance will not result in substantial detriment to adjoining properties nor change the character of the neighborhood.

13. The requested variance will produce no effect on the

population density or governmental facilities.

14. There is no other feasible method available to applicant which can produce the necessary results other than the variance procedure.

15. The interest of justice would be served by allowing the granting of the requested variance.

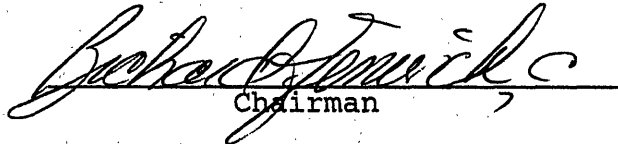
NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a 9 ft. side yard variance to allow an existing a deck in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER,

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and applicant.

Dated: October 28, 1991.


Chairman

(ZBA DISK#7-053085.FD)



Leslie Holmbeck
County Executive

Rec'd,
ZBA - 10/10/91
PAB

**Department of Planning
& Development**

124 Main Street
Goshen, New York 10924
(914) 294-5151

Peter Garrison, Commissioner
Richard S. DeTurk, Deputy Commissioner

**ORANGE COUNTY DEPARTMENT OF PLANNING & DEVELOPMENT
239 L, M or N Report**

This proposed action is being reviewed as an aid in coordinating such action between and among governmental agencies by bringing pertinent inter-community and Countywide considerations to the attention of the municipal agency having jurisdiction.

Referred by Town of New Windsor D P & D Reference No. NWT 36 91 M
County I.D. No. 41 / 3 / 9

Applicant Alfred E. Snider

Proposed Action: Variance - 9.0' side yard - addition

State, County, Inter-Municipal Basis for 239 Review Within 500' of NYS Hwy. #94

Comments: There are no significant inter-community or Countywide concerns to bring to your attention .

Related Reviews and Permits _____

County Action: Local Determination XX Disapproved _____ Approved _____

Approved subject to the following modifications and/or conditions: _____

10/7/91

Date

Peter Garrison
DP&D Commissioner

PUBLIC HEARING: SNIDER, ALFRED E.

MR. FENWICK: This is a request for 9 foot side yard variance for an existing deck at 4 Allen Place in an R-4 zone.

Mr. Alfred E. Snider came before the Board representing this proposal.

MR. SNIDER: This is the title policy. I believe you have copies of the deed.

MR. FENWICK: Anyone here in reference to this Snider public hearing?

MR. SNIDER: As you may recall, from the last meeting that was held, we had constructed a deck on the back of the house to provide access to the back door and also to serve as an outdoor recreation area in the back yard. When I left the meeting, you asked that I consider the economic impacts that would have effected us had we decided to build a deck and with regard to that there's an existing sewage line that comes out of the house in the center. One of the pictures, you can see about where it is, which is just in front of where the stairway is on the deck so that we are really limited to in terms of what space along the back of the house we could have used to put the deck in place without having to do something with the sewage line or cover the sewage line so we wouldn't have access to it. So, the reason we opted to go to that side of the house as opposed to down towards these windows is that the reason is that we didn't want to impede upon where the sewage line was coming into the house.

With regard to the size of the deck, the question was raised to that in the initial meeting and we showed 14 by 16 size mainly because we felt it needed to provide us with a size big enough to utilize a picnic table on the deck. So, that we had an area, this back door that comes out of the house is immediately adjacent to the current kitchen and we have a dining room in the house which is 10 by 10 and filled with china cabinets so it's not useable as a dining room so in the winter, summertime, we do want to utilize the deck, basically as a dining area, without having to build a whole extension area onto the house to do that.

The hardship with regard the the property line is basically that the property line on that side of the house is not parallel to the side of the house and it's not perpendicular from the street. We believe this to be an error that was made at some point during the early surveying of the house. I showed you an overlay at the last meeting which shows the basic outline of the house. You can see the house is not at all placed in the middle of the property. It's way off to the side. There's a very limited amount of space and there's a property line that goes along that side is at a rather severe angle. So, that when we put the deck on, we have a little tracing there in pencil, if I maintain the line of the house coming over that side, there's no way I can do that without moving closer to the property line than the corner of the house already is. The only way to do that would be to build the deck at the same angle as the property line. It's my understanding that the house itself is closer than 15 feet but because of the time that it was built, it was before there were ordinances with regard to distances from property so that it wasn't necessary or it doesn't exist. And if the deck were to follow the same line as the house and it were parallel to the line, there wouldn't be a need for a variance to maintain the same distance that the house is from the property line but because of that angle, that was not possible to do and the deck would have to be located several feet further toward where I mentioned the sewer line being before it would be say 15 feet from that corner so without building a deck at a very strange angle, it would be parallel to the property line, the only way around that would be to obtain a variance to that corner of the deck. Also, in the survey picture that I have here, the original survey shows a hedge row which shows what I believe to be the intended property line of the area in which the house was laid in perfectly parallel to where the hedges were. Everything was parallel and the site line as you can see from the picture certainly shows a parallel property line between the two houses.

As Mr. Dave Stanway (phonetic), who own the house on that side, we have looked at this area carefully and it seems apparent to us there should be a nice straight property line between the two properties and if there were, I probably wouldn't be here asking for a variance.

September 23, 1991

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MR. LUCIA: Mr. Snider, just a couple things. Thank you for providing the deed and title policy and I again, I notice that it refer to certain covenants and restrictions. Is there anything in those records, covenants and restrictions which would prevent you from locating the deck where you propose to locate it, should this Board grant you a variance as you have just requested?

MR. SNIDER: Not to my knowledge, no.

MR. LUCIA: On other thing, I think there was some discussion at the preliminary meeting on this about a developmental coverage and I see you have included a computation in the file.

MR. SNIDER: Nonetheless crude, I did take the time to calculate all the surface areas of the deck and we did also add a pool and deck which we have since gotten the C.O. for and I calculated it all out and the, Pat thought it would be a good idea to xerox this, shows total area of 10,130 square feet and all the structures including this deck come to a total of 2,147, which would be approximately 21% of the area of the property.

MR. LUCIA: Okay, there's no computation on the area of the paved drive and the walkways. Is that correct?

MR. SNIDER: One of the walkways has been eliminated. I didn't compute the one that leads straight down from the house but one that's eliminated is the one that goes around the side of the house. The driveway is not a paved driveway. It's kind of a gravel, it's hard, I don't know whether that you consider that to be paved or --

MR. LUCIA: I only said paved because it showed on the survey as paved.

MR. SNIDER: Doesn't fully have blacktop surface and I didn't compute the total area of that.

MR. TANNER: Just gravel?

MR. SNIDER: Yeah, gravel and there's some grass in it too.

MR. FENWICK: Any other questions from the Members of the Board? At this time, I'll open the meeting up to the public comments, questions.

MR. DAVE STANWAY (PHONETIC): I live at 6 Allen Place next door neighbor and the line that the deck infringes on is the property line with my property and I don't object to the variance. The deck is, we have some very mature trees between the two properties. There's not a lot that you can see anyway but I do think that the deck in fact adds to property values, doesn't in any way infringe.

MR. FENWICK: Thank you.

MR. LUCIA: I notice in looking at the tax map that apparently this lot is closer than 500 feet to Route 94, just across your neighbor's back yard and I think that requires notice to the county which has not been sent out so I think we are going to have to adjourn the public hearing.

MR. STANWAY: That's Route 94.

MR. SNIDER: 94 now makes the turn and it's Blooming Grove Turnpike.

MR. LUCIA: You're not on a State highway then?

MR. SNIDER: Not to my knowledge --

MR. LUCIA: Is it county road though?

MR. FENWICK: It's a county road.

MR. LUCIA: Same issue but that you, I thought you were further up than that. I think we also are still bound to notify the county on it. It's not a problem just that the Board can't vote until the county has had at least 30 days to review the application or if sooner than 30 days, they make a recommendation on it.

MR. FENWICK: Is that something that would be on the list?

MR. LUCIA: You'd have to look at the tax map. Since you didn't front on it, it's an oversight on the preliminary typically if you were here, if you front on

September 23, 1991

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MR. LUCIA: It would not be.

MR. SNIDER: Pat would take care of that?

MR. FENWICK: Yes.

MR. TORLEY: And the 30 days would run on it before the next meeting?

MR. LUCIA: Yes. If she gets it out this week, it would so --

MR. TANNER: We can vote on it the 28th.

MR. LUCIA: Close the public hearing on the 28th and then vote.

MR. FENWICK: Do you have a check for us for \$25?

MR. SNIDER: I think I gave her a check at some point.

MR. LUCIA: There's a note on top of the file saying collect \$25 fee.

MR. FENWICK: It can wait until the next meeting because we are not doing anything between now and then.

MR. LUCIA: You might want to check with her. Motion to adjourn the public hearing to October 28th?

MR. KONKOL: I'll make that motion.

MR. TANNER: I'll second it.

ROLL CALL:

Mr. Torley	Aye
Mr. Finnegan	Aye
Mr. Tanner	Aye
Mr. Konkol	Aye
Mr. Fenwick	Aye

MR. SNIDER: Had I made out that check, who would it have been made out to?

MR. FENWICK: Town of New Windsor.

ORANGE COUNTY DEPARTMENT OF PLANNING
APPLICATION FOR MANDATORY COUNTY REVIEW
OF LOCAL PLANNING ACTION

(Variances, Zone Changes, Special Permits, Subdivisions, Site Plans)

Local File No. 91-27

1. Municipality Town of New Windsor Public Hearing Date 9/23/91
☐ City, Town or Village Board ☐ Planning Board ☒ Zoning Board

2. Owner: Name Alfred E. Snider
Address 4 Allen Place, New Windsor, N.Y. 12553

3. Applicant*: Name (same)
Address _____

* If Applicant is owner, leave blank

4. Location of Site: 4 Allen Place - (adj. to Blooming Grove Tpk.)
(street or highway, plus nearest intersection)

Tax Map Identification: Section 41 Block 3 Lot 9

Present Zoning District R-4 Size of Parcel 100 X 103 ±

5. Type of Review:

Special Permit: _____

Variance: Use _____

Area - 9 ft. side yard variance - addition

Zone Change: From _____ To _____

Zoning Amendment: To Section _____

Subdivision: Number of Lots/Units _____

Site Plan: Use _____

9/26/91
Date

Patricia G. Bauhart Secy.
Signature and Title



1763

TOWN OF NEW WINDSOR

555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

40

August 26, 1991

Alfred E. & Karen A. Snider
4 Allen Place
New Windsor, NY 12553

Re: Tax Map Parcel 41-3-9

Dear Mr. & Mrs. Snider:

According to our records, the attached list of property owners are within five hundred (500) feet of the above mentioned property.

The charge for this service is \$55.00, minus your deposit of \$25.00.

Please remit the balance of \$30.00 to the Town Clerk, Town of New Windsor, NY.

Sincerely,

L. Cook

LESLIE COOK
Sole Assessor

LC/cad
Attachments

cc: Pat Barnhart

Green, George A. & Deborah A.
53 Farmstead Rd.
New Windsor, NY 12553 X

Cook, George & Vivian X
8 Farmstead Rd.
New Windsor, NY 12553

Warren, Dannie C. & Sallie X
6 Farmstead Rd.
New Windsor, NY 12553

Visconti, Frederick J. Sr. & Marion L.
4 Farmstead Rd.
New Windsor, NY 12553 X

Antonelli, Achille P. & Josephine M.
1 Farmstead Rd.
New Windsor, NY 12553 X

Trotta, John A. & Ann V. X
3 Farmstead Rd.
New Windsor, NY 12553

Leo, David J.
5 Farmstead Rd. X
New Windsor, NY 12553

Dominques, Carlos X
46 Candlestick Hill Rd.
Newburgh, NY 12550

Wilson, Alvin & Cynthia X
11 Farmstead Rd.
New Windsor, NY 12553

Kravitz, Alan George X
13 Farmstead Rd.
New Windsor, NY 12553

Eastland, Joseph R. & Phyllis
12 Margaret Place X
New Windsor, NY 12553

Bigg, Joann J. X
14 Margaret Place
New Windsor, NY 12553

Cerone, Nicholas J. X
16 Margaret Place
New Windsor, NY 12553

Sullivan, John L. & Salvatore, Ronald A.
56 Blooming Grove Trnpg.
New Windsor, NY 12553 X

Cullen, Stephen J. X
c/o Mary Cullen
62 Blooming Grove Trnpg.
New Windsor, NY 12553

Murphy, Kevin & Mary Ann X
72 Blooming Grove Trnpg.
New Windsor, NY 12553

Millman, Walter S. M. & Jeanne A.
38 Blooming Grove Trnpg. X
New Windsor, NY 12553

Longo, Steven
40 Blooming Grove Trnpg. X
New Windsor, NY 12553

Quicksell, James B. & Joanne
46 Blooming Grove Trnpg. X
New Windsor, NY 12553

McClellan, Donald & Anne X
50 Blooming Grove Trnpg.
New Windsor, NY 12553

Lampack, Rose & Thomas
52 Blooming Grove Trnpg. X
New Windsor, NY 12553

Pace, Michael D. & Nehiel X
2 Allen Place
New Windsor, NY 12553

Stanway, J. David & Suzanne A.
6 Allen Place X
New Windsor, NY 12553

Devine, Kenneth & Lillian X
5 Allen Place
New Windsor, NY 12553

Fitch, Christopher & Pamela & Arthur & Dolores
3 Allen Place X
New Windsor, NY 12553

Hamernik, Louis P. & Patricia V.
1 Allen Place X
New Windsor, NY 12553

Quick, Arthur W. & Dolores M.
13 Margaret Place X
New Windsor, NY 12553

Mitchell, William T. & Linda M.
11 Margaret Place X
New Windsor, NY 12553

Grube, Arthur W. & Alice J.
9 Margaret Place
New Windsor, NY 12553 X

Iko, Howard & Patricia
16 Lillian Place
New Windsor, NY 12553 X

Visconti, Glenn & Diane
18 Lillian Place
New Windsor, NY 12553 X

Zampino, Joseph M.
8 New Market Road
Garden City, NY 11530 X

Bacon, Kevin J.
95 Blooming Grove Trnkp.
New Windsor, NY 12553 X

Eames, Douglas Harry & Grace L.
29 Blooming Grove Trnkp.
New Windsor, NY 12553 X

Sheffield, Martin & Mary P.
33 Blooming Grove Trnkp.
New Windsor, NY 12553 X

Marasco, Albert A. & Evelyn Ann
37 Blooming Grove Trnkp.
New Windsor, NY 12553 X

Chiovin, Peter & Lee C.
41 Blooming Grove Trnkp.
New Windsor, NY 12553 X

Durham, Gary & Carol
45 Blooming Grove Trnkp.
New Windsor, NY 12553 X

Greene, Charles B. & Rosemarie
61 Blooming Grove Trnkp.
New Windsor, NY 12553 X

Church of the Nazarene of Newburgh
59 Blooming Grove Trnkp.
New Windsor, NY 12553 X

9/23/91 Public Hearing - Snider, Al #91-27

Name:

Address:

J David Stanway 6 Allen Place, N.W.

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR
ORANGE COUNTY, NY

Prelim.
August 12, 1991
91-27

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: 7-15-91

APPLICANT: SNIDER, ALFRED & KAREN
4 ALLEN PLACE
NEW WINDSOR, NY, 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 7-3-91
FOR (BUILDING PERMIT) ADDITION OF EXISTING DECK
LOCATED AT 4 ALLEN PLACE

ZONE R4
DESCRIPTION OF EXISTING SITE: SEC: 41 BLOCK: 3 LOT: 9

IS DISAPPROVED ON THE FOLLOWING GROUNDS: SIDE YARD
REQUIREMENTS ARE 15' R4 ZONE

Michael Reford
BUILDING INSPECTOR

<u>REQUIREMENTS</u>	<u>PROPOSED OR AVAILABLE</u>	<u>VARIANCE REQUEST</u>
ZONE <u>R4</u> USE _____		
MIN. LOT AREA _____		
MIN. LOT WIDTH _____		
REQ'D FRONT YD _____		
REQ'D SIDE YD. <u>15</u>	<u>6'</u>	<u>9'</u>
REQ'D TOTAL SIDE YD. _____		
REQ'D REAR YD. _____		
REQ'D FRONTAGE _____		

7 ALLEN PLACE
NEW WINDSOR, N.Y. 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED 7-3-91
FOR (BUILDING PERMIT) ADDITION OF EXISTING DECK
LOCATED AT 4 ALLEN PLACE

ZONE R4
DESCRIPTION OF EXISTING SITE: SEC: 41 BLOCK: 3 LOT: 9

IS DISAPPROVED ON THE FOLLOWING GROUNDS: SIDE YARD
REQUIREMENTS ARE 15' R4 ZONE

Mahar Patel
BUILDING INSPECTOR

REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE <u>R4</u> USE _____		
MIN. LOT AREA _____	_____	_____
MIN. LOT WIDTH _____	_____	_____
REQ'D FRONT YD _____	_____	_____
REQ'D SIDE YD. <u>15</u>	<u>6'</u>	<u>9'</u>
REQ'D TOTAL SIDE YD. _____	_____	_____
REQ'D REAR YD. _____	_____	_____
REQ'D FRONTAGE _____	_____	_____
MAX. BLDG. HT. _____	_____	_____
FLOOR AREA RATIO _____	_____	_____
MIN. LIVABLE AREA _____	_____	_____
DEV. COVERAGE _____ %	_____ %	_____ %

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT:
[REDACTED] TO MAKE AN APPOINTMENT WITH THE ZONING BOARD
OF APPEALS.

(914) 563-4630
CC: Z.B.A., APPLICANT, B.P. FILE

IMPORTANT

REQUIRED INSPECTIONS OF CONSTRUCTION - YOU MUST CALL FOR THESE

OTHER INSPECTIONS WILL BE MADE IN MOST CASES, BUT THOSE LISTED BELOW MUST BE MADE OR CERTIFICATE OF OCCUPANCY MAY BE WITHHELD. DO NOT MISTAKE AN UNSCHEDULED INSPECTION FOR ONE OF THOSE LISTED BELOW. UNLESS AN INSPECTION REPORT IS LEFT ON THE JOB INDICATING APPROVAL OF ONE OF THESE INSPECTIONS, IT HAS NOT BEEN APPROVED, AND IT IS IMPROPER TO CONTINUE BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

CALL ONE DAY AHEAD FOR ALL INSPECTIONS TO AVOID DELAYS. 565-8807

- 1- WHEN EXCAVATING IS COMPLETE AND FOOTING FORMS ARE IN PLACE (BEFORE POURING).
- 2- FOUNDATION INSPECTION - CHECK HERE FOR WATERPROOFING AND FOOTING DRAINS.
- 3- INSPECT GRAVEL BASE UNDER CONCRETE FLOORS, AND UNDERSLAB PLUMBING.
- 4- WHEN FRAMING IS COMPLETED, AND BEFORE IT IS COVERED FROM INSIDE, AND PLUMBING ROUGH-IN.
- 5- INSULATION.
- 6- PLUMBING FINAL & FINAL. HAVE ON HAND ELECTRICAL INSPECTION DATA PER THE BOARD OF FIRE UNDERWRITERS, AND FINAL CERTIFIED PLOT PLAN. BUILDING IS TO BE COMPLETE AT THIS TIME. WELL WATER TEST REQUIRED AND ENGINEERS CERTIFICATION LETTER FOR SEPTIC SYSTEM REQUIRED.
- 7- DRIVEWAY INSPECTION MUST MEET APPROVAL OF TOWN HIGHWAY INSPECTOR. A DRIVEWAY BOND MAY BE REQUIRED.
- 8- \$20.00 CHARGE FOR ANY SITE THAT CALLS FOR THE SAME INSPECTION TWICE.
- 9- PERMIT NUMBER MUST BE CALLED IN WITH EACH INSPECTION.
- 10- THERE WILL BE NO INSPECTIONS UNLESS YELLOW PERMIT CARD IS POSTED.
- 11- SEWER PERMITS MUST BE OBTAINED ALONG WITH BUILDING PERMITS FOR NEW HOUSES.
- 12- SEPTIC PERMIT MUST BE SUBMITTED WITH ENGINEER'S DRAWING & PERC TEST.
- 13- ROAD OPENING PERMITS MUST BE OBTAINED FROM TOWN CLERK'S OFFICE.
- 14- ALL BUILDING PERMITS WILL NEED A CERTIFICATE OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE AND THERE IS A \$15.00 FEE FOR THIS.

Name of Owner of Premises Alfred E. and Karen A. Snider
Address 4 Allen Place Phone (914) 562-7337
Name of Architect X
Address X Phone X
Name of Contractor Self
Address X Phone X
State whether applicant is owner, lessee, agent, architect, engineer or builder owner
If applicant is a corporation, signature of duly authorized officer.

(Name and title of corporate officer)

1. On what street is property located? On the South side of Allen Place
(N.E. or W.)
and 100 feet from the intersection of Singwood and Allen
2. Zone or use district in which premises are situated. Is property in a flood zone? Yes X No X
3. Tax Map description of property: Section 541 Block B3 Lot 29
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:

APPROVAL OF ONE OF THESE INSPECTIONS, IT HAS NOT BEEN APPROVED, AND IT IS IMPROPER TO CONTINUE BEYOND THAT POINT IN THE WORK. ANY DISAPPROVED WORK MUST BE REINSPECTED AFTER CORRECTION.

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- 12- SEPTIC PERMIT MUST BE SUBMITTED WITH ENGINEER'S DRAWING & PERC TEST.
- 13- ROAD OPENING PERMITS MUST BE OBTAINED FROM TOWN CLERK'S OFFICE.
- 14- ALL BUILDING PERMITS WILL NEED A CERTIFICATE OF OCCUPANCY OR A CERTIFICATE OF COMPLIANCE AND THERE IS A \$15.00 FEE FOR THIS.

Name of Owner of Premises Alfred E. and Karen A. Snider
Address 4 Allen Place Phone (914) 562-7337
Name of Architect X
Address X Phone X
Name of Contractor Self
Address X Phone X
State whether applicant is owner, lessee, agent, architect, engineer or builder Owner
If applicant is a corporation, signature of duly authorized officer.

(Name and title of corporate officer)

1. On what street is property located? On the South side of Allen Place
(N.S.E. or W.)
and 100 feet from the intersection of Singwood and Allen
2. Zone or use district in which premises are situated. Is property in a flood zone? Yes No X
3. Tax Map description of property: Section S41 Block B3 Lot L9
4. State existing use and occupancy of premises and intended use and occupancy of proposed construction:
a. Existing use and occupancy residence b. Intended use and occupancy residence
5. Nature of work (check which applicable): New Building X Addition X Alteration X Repair X
Removal X Demolition X Other X
6. Size of lot: Front Rear 103' Depth 100' Front Yard 17.4' Rear Yard 62' Side Yard L + R
Is this a corner lot? no
7. Dimensions of entire new construction: Front 42' Rear 42' Depth 33' Height 22' Number of stories 1
8. If dwelling, number of dwelling units 1 Number of dwelling units on each floor 1
Number of bedrooms 3 Baths 1.5 Toilets 2
Heating Plant: Gas X Oil X Electric/Hot Air X Hot Water X
If Garage, number of cars 2
9. If business, commercial or mixed occupancy, specify nature and extent of each type of use X
10. Estimated cost \$1,800 Fee X

(to be paid on filing this application)

Newburgh City School
Costs for the work described in the Application for Building Permit include the cost of all the construction and other work done in connection therewith, exclusive of the cost of the land. If final cost shall exceed estimated cost, an additional fee may be required before the issuance of Certificate of Occupancy.

TOWN OF NEW WINDSOR, ORANGE COUNTY, N. Y.

Examined.....19.....
Approved.....19.....
Disapproved s/c.....
Permit No.

Office Of Building Inspector
Michael L. Babcock
Town Hall, 555 Union Avenue
New Windsor, New York 12550
Telephone 565-8807

Refer —
Planning Board.....
Highway.....
Sewer.....
Water.....
Zoning Board of Appeals

APPLICATION FOR BUILDING PERMIT

Pursuant to New York State Building Code and Town Ordinances

Date... July 3 19 91

INSTRUCTIONS

- This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- The work covered by this application may not be commenced before the issuance of a Building Permit.
- Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

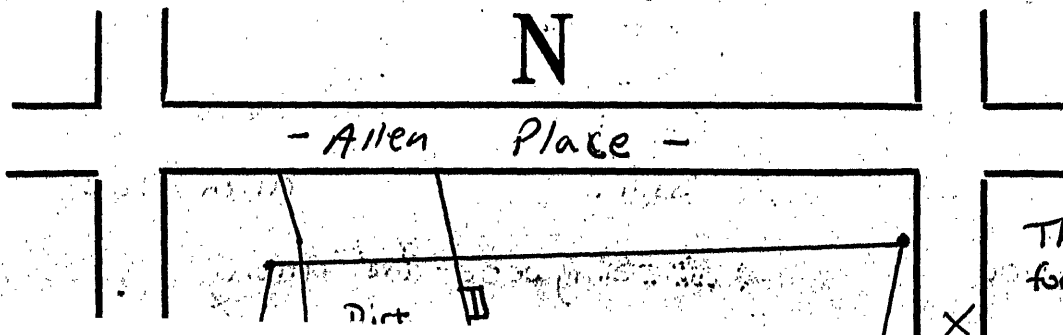
..... Alfred E. Smith
(Signature of Applicant)

..... 4 Allen Place, New Windsor N.Y. 12553
(Address of Applicant)

PLOT PLAN

NOTE: Locate all buildings and indicate all set-back dimensions.

Applicant must indicate the building line or lines clearly and distinctly on the drawings.



This application
for existing
deck #1

Refer —
Planning Board.....
Highway.....
Sewer.....
Water.....
Zoning Board of Appeals.....

APPLICATION FOR BUILDING PERMIT
Pursuant to New York State Building Code and Town Ordinances

Date... July 3 ... 19... 91...

INSTRUCTIONS

- This application must be completely filled in by typewriter or in ink and submitted in duplicate to the Building Inspector.
- Plot plan showing location of lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of layout of property must be drawn on the diagram which is part of this application.
- This application must be accompanied by two complete sets of plans showing proposed construction and two complete sets of specifications. Plans and specifications shall describe the nature of the work to be performed, the materials and equipment to be used and installed and details of structural, mechanical and plumbing installations.
- The work covered by this application may not be commenced before the issuance of a Building Permit.
- Upon approval of this application, the Building Inspector will issue a Building Permit to the applicant together with approved set of plans and specifications. Such permit and approved plans and specifications shall be kept on the premises, available for inspection throughout the progress of the work.
- No building shall be occupied or used in whole or in part for any purpose whatever until a Certificate of Occupancy shall have been granted by the Building Inspector.

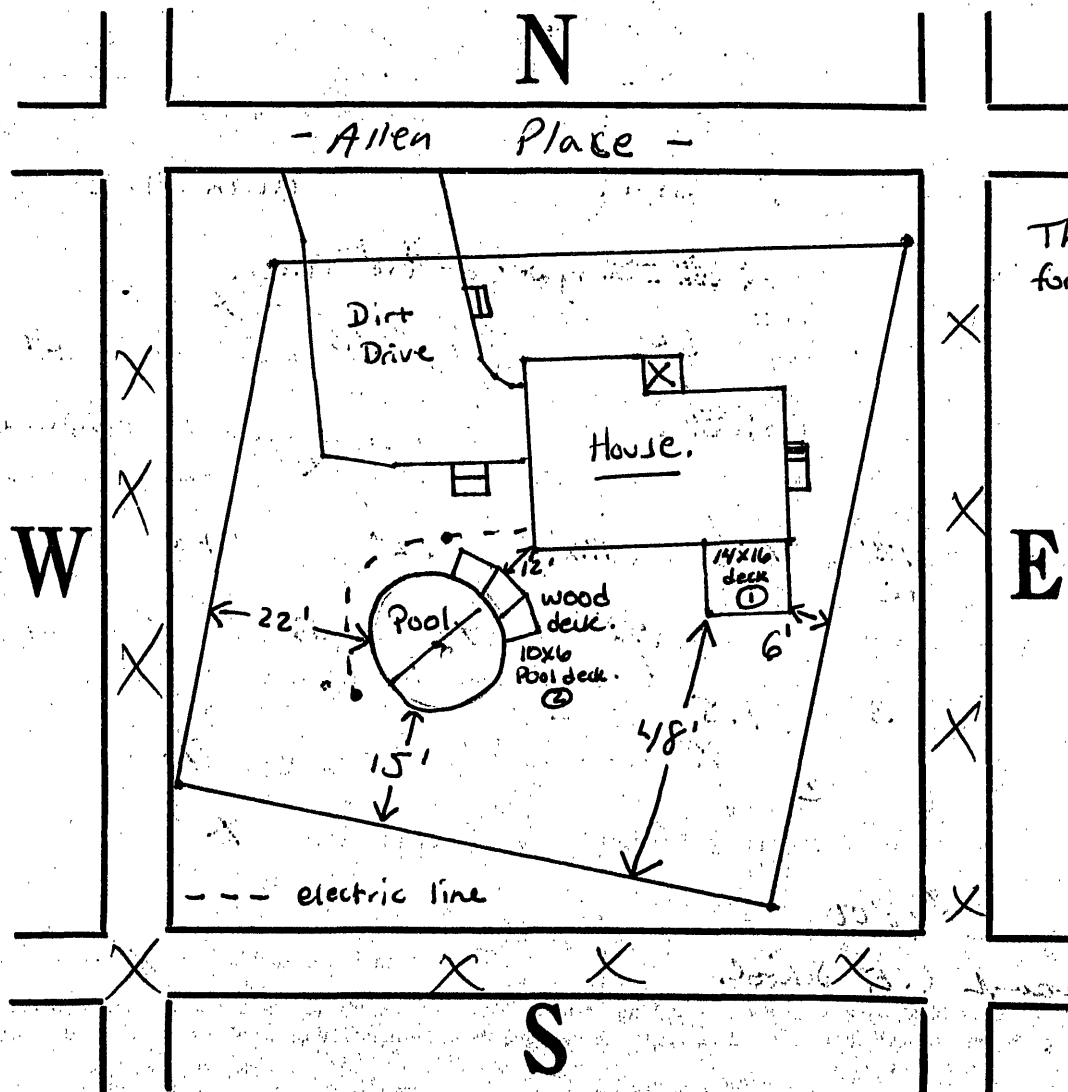
APPLICATION IS HEREBY MADE to the Building Inspector for the issuance of a Building Permit pursuant to the New York Building Construction Code Ordinances of the Town of New Windsor for the construction of buildings, additions or alterations, or for removal or demolition or use of property, as herein described. The applicant agrees to comply with all applicable laws, ordinances, regulations and certifies that he is the owner or agent of all that certain lot, piece or parcel of land and/or building described in this application and if not the owner, that he has been duly and properly authorized to make this application and to assume responsibility for the owner in connection with this application.

Alfred E. Smider
(Signature of Applicant)

4 Allen Place, New Windsor N.Y. 12553
(Address of Applicant)

PLOT PLAN

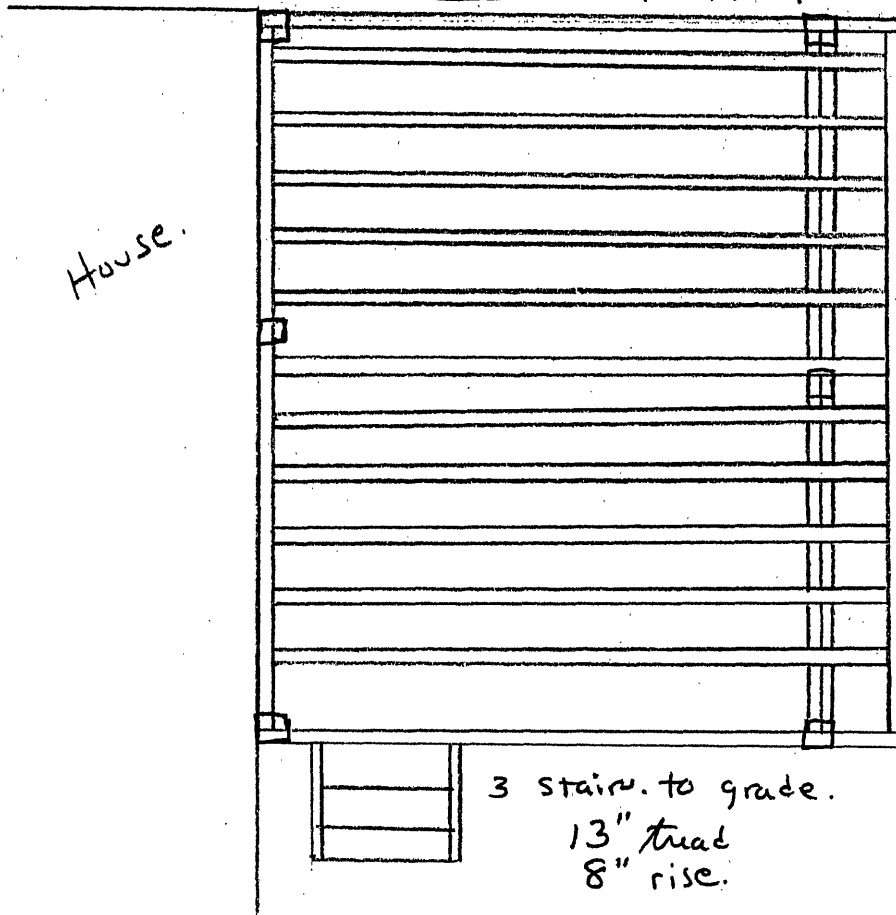
NOTE: Locate all buildings and indicate all set-back dimensions.
Applicant must indicate the building line or lines clearly and distinctly on the drawings.



This application
for existing
deck #①

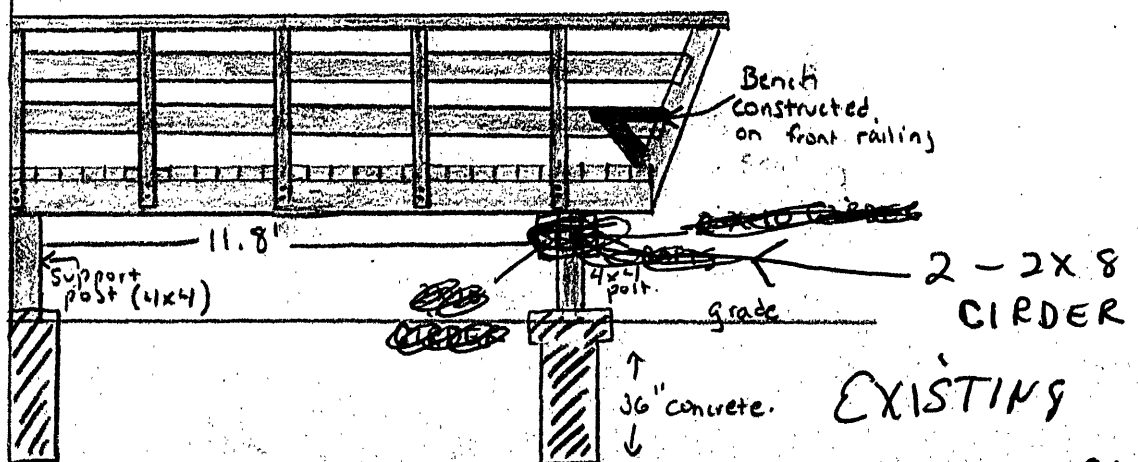
①
Construction plans/specifications for existing deck
at 4 Allen Place,
New Windsor, N.Y. 12553.

Top View. Scale $\frac{1}{4}" = 1'$



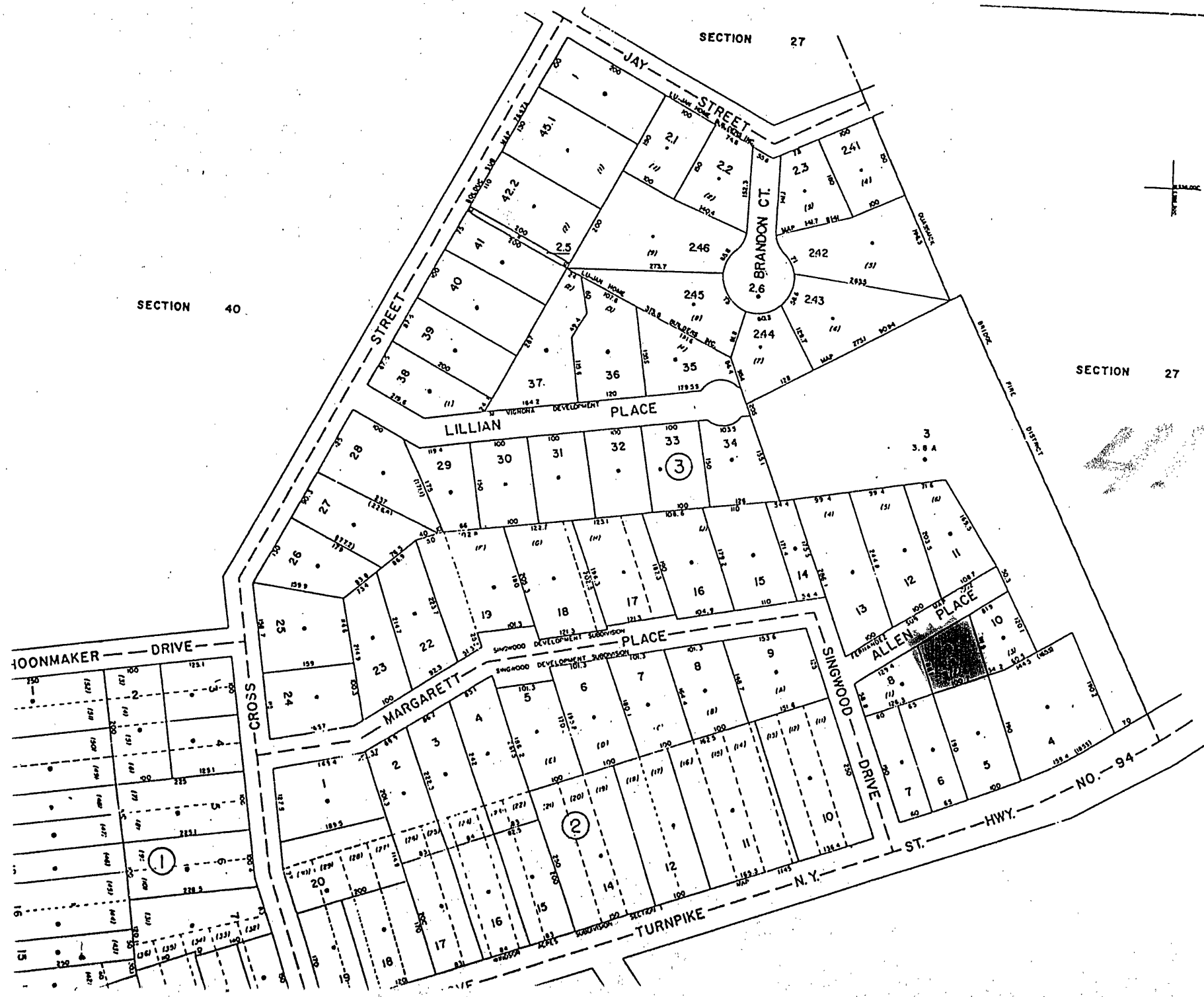
Side View.

Scale $\frac{1}{4}" = 1'$



Specifications

- All joist framing 2x8 16" OC with joist hangers on ends.
- Attached to wall with Lag bolts at 32" OC
- Support beam 4x8 linked to 4x4 posts in 3 locations. Extending to concrete footing.
- Additional posts (□) added to support near house Ext. to concrete footing
- Concrete footings 12" diameter to 36" depth.
- overall dimensions. 14'x16'.
- flooring 2x6 planks.
- benches are 12" width 2" thickness supported by braces every 3'
- Rail supports are custom 2x6 planks 3' on center



(914) 294-6909
5085
6459
343-6678



Doupona

Hardenburgh Abstract Company of Orange County, Inc.

12 SCOTCHTOWN AVENUE, GOSHEN, N.Y. 10924

REPRESENTATIVE FOR

american title insurance company

NWD-671

PRELIMINARY CERTIFICATE

NO. RD-33-11657

Application of Frank J. Doupona, Esq. owner's \$58,000.00
(Name of attorney or firm applying for insurance) for lessee's \$
policy insuring Alfred E. Snider, Karen A. Snider and Empire of America FSA mortgagee's \$46,500.00
(Name of party to be insured)

AMERICAN TITLE INSURANCE COMPANY certifies that the title to the premises described in Schedule A, subject to the encumbrances and defects noted in Schedule B, is insurable at this date on a valid conveyance, lease or mortgage by

Juan A. Del Pilar and Elsie Del Pilar

who acquired title by deed from Barry A. Smith and Harriet W. Smith
dated 7/9/81 and recorded 9/11/81 in Liber 2203 at page 568

SCHEDULE A

All that certain tract of land lying and being in the
County of Orange

Town of New Windsor,
State of New York, being more particularly described as follows:

*Redate
3/23/84
B. Jueit*

See Schedule "A" Attached.

SCHEDULE B

1. Taxes, Water Rents, Assessments and other Municipal Charges

See Tax Page Attached.

Proof must be furnished that premises do not lie in an incorporated village or that all village taxes have been paid. Otherwise the policy will except "any and all village taxes, assessments and water rates and sales thereof."

2. Mortgages and Assignments thereof

Juan Del Pilar



american title insurance company

NWD-671

PRELIMINARY CERTIFICATE

NO. RD-33-11657

Application of Frank J. Doupona, Esq. owner's \$58,000.00
(Name of attorney or firm applying for insurance) for lessee's \$
policy insuring Alfred E. Snider, Karen A. Snider and Empire of America FSA mortgagee's \$46,500.00
(Name of party to be insured)

AMERICAN TITLE INSURANCE COMPANY certifies that the title to the premises described in Schedule A, subject to the encumbrances and defects noted in Schedule B, is insurable at this date on a valid conveyance, lease or mortgage by

Juan A. Del Pilar and Elsie Del Pilar
who acquired title by deed from Barry A. Smith and Harriet W. Smith
dated 7/9/81 and recorded 9/11/81 in Liber 2203 at page 568

SCHEDULE A

All that certain tract of land lying and being in the
County of Orange

Town of New Windsor,
State of New York, being more particularly described as follows:

*Redate
3/23/84
B. Smith*

See Schedule "A" Attached.

SCHEDULE B**1. Taxes, Water Rents, Assessments and other Municipal Charges**

See Tax Page Attached.

Proof must be furnished that premises do not lie in an incorporated village or that all village taxes have been paid. Otherwise the policy will except "any and all village taxes, assessments and water rates and sales thereof."

2. Mortgages and Assignments thereof

*omit
Bt.* Juan Del Pilar
Mortgagor: Elsie Del Pilar

Amount: \$ 38,900.00 Dated: 9/1/81

Mortgagee: Mid-Hudson Savings Bank

Recorded: 9/11/81 Liber 1830 Page 647

SCHEDULE B (continued)

3. Zoning Restrictions or Ordinances Imposed by any Governmental Body.
4. Restrictive Covenants, Easements, Agreements, and Consents, Including Set-Back Established by Filed or Recorded Map. Grant in Liber 1238 Cp. 224. Right of Way in Liber 580 Cp. 526 and Liber 844 Cp. 529. Covenants and Restrictions in Liber 2203 Cp. 568.
5. Survey made by Anthony D. Valdina, L.S., dated March 19, 1984 shows premises with location of house and drive. Survey shows bush line encroaching on west and south line.

Insure Pr.

6. Judgments, Bankruptcies, Corporate Franchise Taxes and other State or Federal Liens. (set forth under section 7, if any.)

7. Other Encumbrances or Defects:

How Disposed of

- A. The Company does not insure that the buildings or other erections upon the premises herein, or their use, comply with Federal, State and Municipal Laws, regulations and ordinances.
- B. No title to personal property will be insured nor has any search for chattel mortgages been made.
- C. No title is insured to any land lying in any street, road or avenue crossing or abutting the herein described premises; but, unless hereinafter excepted, the rights of access to and egress from said premises is insured.
- omit Pr.* D. Deeds and mortgages must contain the covenant required by the Lien Law as amended by laws of 1942 and such covenant must be absolute and not conditional. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.
- E. The identity of parties at the closing of this title should be established to the satisfaction of the closing attorney acting for this Company.
- F. When the transaction is an assignment of a mortgage or other lien, an estoppel certificate executed by the owner of the fee and by the holders of all subsequent encumbrances must be obtained. When the transaction is a mortgage, the amount actually advanced should be reported to the Company.
- G. Rights of present tenants, lessees or parties in possession.
- H. Rights, if any, in favor of any electric light or telephone company to maintain guy wires extending from said premises to poles located on the roads on which said premises abut, but policy will insure, however, that there are no such agreements of record in connection therewith, except as may be shown herein.
- I. Underground encroachments and easements, if any, including pipes and drains, and such rights as may exist for entry upon said premises to maintain, and repair the same, but policy will insure, however, that there are no such agreements of record, in connection therewith, except as may be shown herein.
- J. The exact acreage of the premises herein will not be insured.
- K. Riparian rights, if any, in favor of the premises herein are not insured.
- L. Rights of others to drain through creeks or streams, if any, which cross premises and the natural flow thereof will be excepted.
- M. No personal inspection of the premises has been made. Policy will except "Any state of facts which a personal inspection of the premises herein described would disclose."
- omit Pr.* N. Loss or damage by reason of non-compliance with the Federal "Truth In Lending Act."
- O. Mortgage shown herein to be considered or disposed of.
- P. Company insures that the above easement will not interfere with the use or enjoyment of improvements erected on insured premises.
- Q. Company insures that said restrictions have not been violated by the existing improvements. There is no condition or right of re-entry or other provision for forfeiture under which the insured can be cut off, subordinated, or otherwise disturbed.
- NOTE: New York State Real Property Transfer Report for the State Board of Equalization and Assessment must accompany each deed for recording.

The undersigned certifies to AMERICAN TITLE INSURANCE COMPANY that in his (its) opinion this Preliminary Certificate correctly reflects the status of the title to the property described in Schedule A, such opinion being based upon an examination of an abstract

5. Survey made by Anthony D. Valdina, L.S., dated March 19, 1984 shows premises with location of house and drive. Survey shows bush line encroaching on west and south line.

Insure As

6. Judgments, Bankruptcies, Corporate Franchise Taxes and other State or Federal Liens. (set forth under section 7, if any.)

7. Other Encumbrances or Defects:

How Disposed of

- omit*
As
- A. The Company does not insure that the buildings or other erections upon the premises herein, or their use, comply with Federal, State and Municipal Laws, regulations and ordinances.
 - B. No title to personal property will be insured nor has any search for chattel mortgages been made.
 - C. No title is insured to any land lying in any street, road or avenue crossing or abutting the herein described premises; but, unless hereinafter excepted, the rights of access to and egress from said premises is insured.
 - ☒ D. Deeds and mortgages must contain the covenant required by the Lien Law as amended by laws of 1942 and such covenant must be absolute and not conditional. The covenant is not required in deeds from referees or other persons appointed by a court for the sole purpose of selling property.
 - ☒ E. The identity of parties at the closing of this title should be established to the satisfaction of the closing attorney acting for this Company.
 - ☒ F. When the transaction is an assignment of a mortgage or other lien, an estoppel certificate executed by the owner of the fee and by the holders of all subsequent encumbrances must be obtained. When the transaction is a mortgage, the amount actually advanced should be reported to the Company.
 - ☒ G. Rights of present tenants, lessees or parties in possession.
 - H. Rights, if any, in favor of any electric light or telephone company to maintain guy wires extending from said premises to poles located on the roads on which said premises abut, but policy will insure, however, that there are no such agreements of record in connection therewith, except as may be shown herein.
 - I. Underground encroachments and easements, if any, including pipes and drains, and such rights as may exist for entry upon said premises to maintain, and repair the same, but policy will insure, however, that there are no such agreements of record, in connection therewith, except as may be shown herein.
 - J. The exact acreage of the premises herein will not be insured.
 - K. Riparian rights, if any, in favor of the premises herein are not insured.
 - L. Rights of others to drain through creeks or streams, if any, which cross premises and the natural flow thereof will be excepted.
 - M. No personal inspection of the premises has been made. Policy will except "Any state of facts which a personal inspection of the premises herein described would disclose."
 - ☒ N. Loss or damage by reason of non-compliance with the Federal "Truth In Lending Act."
 - ☒ O. Mortgage shown herein to be considered or disposed of.
 - P. Company insures that the above easement will not interfere with the use or enjoyment of improvements erected on insured premises.
 - Q. Company insures that said restrictions have not been violated by the existing improvements. There is no condition or right of re-entry or other provision for forfeiture under which the insured can be cut off, subordinated, or otherwise disturbed.
- NOTE: New York State Real Property Transfer Report for the State Board of Equalization and Assessment must accompany each deed for recording.

The undersigned certifies to AMERICAN TITLE INSURANCE COMPANY that in his (its) opinion this Preliminary Certificate correctly reflects the status of the title to the property described in Schedule A, such opinion being based upon an examination of an abstract prepared by HARDENBURGH ABSTRACT COMPANY

covering a period of at least sixty years (or from the date of certificate of prior insurance No. _____) of all public records affecting title to said real estate; that so far as is known to him (it) there is no dispute among attorneys of the local bar as to the validity of said title, nor has any question been raised or adverse claim asserted with respect thereto; and that the title is not dependent upon a sale for delinquent taxes or assessments.

This title is certified down to the 1st day of March, 19 84, at _____ o'clock _____ M.

James V. Rinaldi

JAMES V. RINALDI

Appointed Attorney met

R. Company insures that Allen Place is maintained by the Town of New Windsor.

SCHEDULE "A"

Assure Pt.

All that certain piece or parcel of land lying, situate and being in the Town of New Windsor, County of Orange and State of New York, being known as Lot No. 2 and shown on a map entitled, "Survey For Joseph Fernandez", dated 18 June 1952 and filed in the Orange County Clerk's office on 26 June 1952 as map number 1502 and being more particularly described as follows;

Beginning at an iron pipe on the southerly line of Allen Place; and running thence, along the division line of Lot No's 2 and 3, S 09° 35' 50" E 100.70' to a point; thence, S 80° - 44' 10" W 100.70' to an iron pipe; thence, along the division line of Lot No's 1 and 2, N 09° 35' 50" W 88.10' to a point on the southerly line of said Allen Place; thence, along said line, N 67° 38' 10" E 103.25' to the point or place of beginning.

TAX SEARCH

TOWN OF NEW WINDSOR
SCHOOL DISTRICT NO. 331100
ORANGE COUNTY

1983 TAX ROLL

Assessed To:

Juan and Elsie Del Pilar

Bounded:

Map 41 Block 3 Lot 9

Allen Place
Lot 2 Map of Fernandez
103 x 111

Assessed Value:

Land: \$6,500.00

Full: \$28,700.00

*
omit pd.
pt. { 1983-84 School Tax \$923.25 - 1st installment of \$307.75 Paid
October 13, 1983; 2nd installment of \$307.75 Paid December 6,
1983; 3rd installment of \$307.75 plus \$3.08 penalty totaling
\$310.83 thru March 30, 1984.

*
1984 State, County and Town Tax \$868.50 plus \$14.95 penalty
totaling \$883.44 thru March 31, 1984.

Subject to Sewer and Water owing, if any.

Policy will except all unpaid water rates and/or sewer
rents or assessments in the absence of paid bills and
receipts to be presented at closing.

If the said premises are in an incorporated village,
village tax receipt must be produced.

Does not include assessments for any special district
not a part of the state and county tax roll.

* pd. at Closing
by purchaser

Annie Mow. Bryan

to

Lucy Work Hewitt

F. C. W. Deed

Dated May 23, 1918

Cons. \$1. etc.

Ack. May 23, 1918

Rec. May 24, 1918

Book 580 Page 526

Conveys:

All that certain tract, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, bounded and described as follows:

Beginning at a point in the center of the old New Windsor and Blooming Grove Turnpike Road opposite a sycamore stump, and in the line of lands belonging to the heirs of Edmund Morton, deceased, which point of beginning is on a course south 15 degrees east distant about 45 feet from an iron pipe; and running thence from said point of beginning north 15 degrees west through said sycamore stump and iron pipe and along said lands belonging to the heirs of Edmund Morton, deceased, 828.2 feet to a stone monument at the southerly end of a private lane; thence south 74 degrees 30 minutes west 22.38 feet to a fence on the westerly side of said private lane; thence along the westerly side of said private lane the following courses and distances; north 14 degrees 59 minutes west 558.5 feet to a stone monument; north 17 degrees 58 minutes east 53 feet to an iron pipe; north 9 degrees 29 minutes east 49 feet; north 2 degrees 13 minutes

east 50 feet to an iron pipe; north 3 degrees 37 minutes west 57 feet to the east side of a large ash tree; thence still along the westerly side of said lane north 51 degrees 43 minutes west 831.5 feet to the center of Quassaick Avenue; thence along the center line of Quassaick Avenue the following courses and distances; south 38 degrees 11 minutes west 307 feet; south 38 degrees 29 minutes west 1312 feet; south 26 degrees 40 minutes west 61 feet; south 9 degrees 13 minutes west 181 feet; south 1 degree 43 minutes west 952.5 feet to the center line of said New Windsor and Blooming Grove Turnpike Road; thence along the center line of said Turnpike Road the following courses and distances; north 80 degrees 39 minutes east 998 feet; north 79 degrees 11 minutes east 945.4 feet; and north 72 degrees 24 minutes east 197 feet to the point or place of beginning.

Containing 76.314 acres of land more or less.

Together with a right of way over the private lane referred to in the foregoing description from the lands above described to Quassaick Avenue in common with the owners and occupants of what is known as the Morton property on the north forever, but the purchaser, her heirs and assigns shall contribute to the extent of one-half the labor and expense of keeping said lane in repair. Said right of way and the duty of contributing to the labor and expense of keeping said lane in repair are more particularly described in a deed from Aymar VanBuren and wife to Thomas B. Brooks, to which reference is hereby made.

Being and intended to be that portion lying east and

Southeast of the center line of Quassaick Avenue of the premises conveyed by Alfred H. Brooks and Rufus S. Woodward, as executors of the last will and testament of Thomas H. Brooks, deceased, to the party of the first part hereto by deed dated April 23rd, 1908, and recorded in the office of the Clerk of Orange County in liber 500 of deeds at page 77 on May 20th, 1908; and by Alfred H. Brooks and others to said party of the first part by deed dated April 23rd, 1908, and recorded in said Clerk's Office in liber 500 of deeds at page 80 on May 20th, 1908.

* * *

Rec. 9/10/40
Liber 844 Cp. 529

Central Hudson Gas & Electric Corporation
Poughkeepsie, New York

New York Telephone Co.
Albany, N.Y.

Poles on Highway
No Private

W.O. 5-7100
E/W #267

529

Gentlemen:
In order to assist in the extension of electric and telephone service in the vicinity, the undersigned grants an easement to the Central Hudson Gas & Electric Corporation for an electric pole line and to New York Tel. Co. for a telephone pole line on his/her/their/its land, including the highways through or next to it, located in the Town of New Windsor County, New York.

This easement shall extend from the property line of Mrs. Mary & Stephen J. Cullen on the WEST in a EAST direction to the property line of Mrs. M.P. Fullinwider & Mrs. B.H. Track on the EAST

Old Bloominggrove Turnpike

in which location the Central Hudson Gas & Electric Corporation may construct, operate and maintain an electric line, and/or New York Tel. Co. may construct, operate and maintain a telephone line, including the poles, wires, guys and other equipment required and may trim or remove trees so as to provide a clearance of 10 feet from their wires. In the event that both electric and telephone wires are placed across the said property they shall be placed on the same poles.

The exact location of this easement and line is to be determined initially with due regard both to the requirements of the said corporations and the interest of the undersigned in retaining the use of the land for the purposes to which it is now devoted. Insofar as this is possible and the line will be afterwards removed if it materially interferes with any other use to which the land may be subsequently devoted, provided that a new location reasonably suitable for the corporations' requirements is made available without cost to them.

The Central Hudson Gas & Electric Corporation and the New York Tel. Co. shall reimburse the undersigned for any damage to his/her/their/its property caused solely by the said corporations in repairing the line to be located on this easement.

This right shall run to the successors or assigns of the Central Hudson Gas & Electric Corporation and the New York Tel. Co. and its provisions shall apply to and bind the heirs, legal representatives, successors, assigns, and lessees of the said corporations and of the undersigned respectively.

Receipt of \$1.00 in payment for this grant is acknowledged by the undersigned.

Signed, sealed and delivered

Ernest H. Cullen

(I. S.)

Residing at New Windsor, New York

(L. S.)

In the presence of

James H. Cullen

Residing at

224

178-125-5- E.P. 18

This Agreement, made this 17th day of July, 1952, between and among the following parties:

one, between Joseph Fernandez, whose principal place of residence is at 38 East Parmenter Street, City of Newburgh, Orange County, New York, party of the first part, and the Central Hudson Gas and Electric Corporation, a New York corporation with its principal place of business on South Road, with no street number, Poughkeepsie, Dutchess County, New York, party of the second part, and the New York Telephone Company, a New York corporation, with its principal place of business at 140 West Street, New York City, New York, party of the third part, as follows: For and in consideration of the sum of one dollar (\$1.00) paid to it in hand by the parties of the second and third parts, and of other good and valuable considerations, the receipt whereof is hereby acknowledged, the party of the first part does hereby grant and release unto the said parties of the second and third parts, their successors, assigns and lessees, an easement and right of way, to be used under and across the land of the undersigned, including the lots, the roads and highways as shown on a certain map showing boundaries of the Joseph Fernandez, property, Town of New Windsor, Orange County, New York and prepared by Arthur W. Sussman, Engineer, New York State License #19550, dated June 18, 1952, together with the right at all times to enter thereupon and have access thereto, and to install, operate and maintain thereon and to replace, replace, protect and remove a line of poles, cables, crossarms, wires, guys, gas mains, and all other appurtenances or fixtures adapted to the present or future needs, uses and purposes of the parties of the second and third parts, their successors, assigns and lessees.

The said parties of the second and third parts shall also have the right to install tree guys and anchor guys at points and distances from the poles to be erected, and to connect said anchor guys to adjacent poles by a wire or wires.

The party of the first part does also hereby grant to the parties of the second and third parts, their successors, assigns and lessees, the right to trim, cut and remove trees, so as to provide a clearance of 10 feet from the wires.

The parties of the second and third parts shall reimburse the party of the first part for any damage to its property caused solely by said parties of the second and third parts in installing the line to be located on this easement.

The provisions hereof shall run to and bind the heirs, legal representatives, successors, assigns and lessees of the party of the first part, and the parties of the second and third parts.

Signed, sealed and delivered
 on July 18, 1952
Joseph Fernandez
Arthur W. Sussman

Joseph Fernandez
Arthur W. Sussman

**PREVIOUS
DOCUMENTS
IN POOR
ORIGINAL
CONDITION**

Rec. 9/11/87

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

LIBER 2203 PG 568

THIS INDENTURE, made the 9th day of July, nineteen hundred and eighty-one
BETWEEN BARRY A. SMITH and HARRIET W. SMITH, husband and wife, of
4 Allen Place, New Windsor, NY 12550

party of the first part, and JUAN A. DEL PILAR and ELSIE DEL PILAR, husband and
wife, of 80C Ridge Road, Valley Cottage, NY 10989

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

TEN and no/100-----(\$10.00)----- dollars,

lawful money of the United States, and other good and valuable consideration paid
by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or
successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,

lying and being in the Town of New Windsor, Orange County, New York together
with the improvements thereon, situate, lying and being located off
and Northerly of the Old Newburgh-Bloomington Turnpike and being a
portion of premises on a map of lands of A.L.N. Realty Corp. made by
Theodore Jargstorf, licensed surveyor, dated at Newburgh, New York,
March 1939, known and designated as Windsor Acres, Section No. 1, and
filed on May 22, 1939, in the office of the Orange County Clerk, and
which said lot, piece or portion is more particularly bounded and
described as follows:

BEGINNING at the Northwest corner of premises (sold and conveyed by
Joseph Fernandez to Frank Sicilia by deed dated the 27th day of May,
1953 and recorded May 29, 1953 in Liber 1269 of deeds at page 112 in
the Orange County Clerk's Office) and running thence North 67 degrees
39 minutes 10 seconds East 103.35 feet; running thence South 9 degrees
35 minutes 50 seconds East 111.50 feet to an iron pipe set in the
ground; running thence South 80 degrees 44 minutes 10 seconds West
for 100.70 feet to an iron pipe set in the ground at the Southeast
corner of lands of Sicilia; running thence North 9 degrees 35 minutes
50 seconds West along the Easterly boundary of Sicilia for 88.10 feet
to the point or place of beginning.

BEING Lot No. 2 on the Map of Survey for Joseph Fernandez, Town of
New Windsor, Orange County, New York, made June 18, 1952 by Arthur W.
Eustance, Engineer, filed June 26, 1952 in the Orange County Clerk's
office as Map No. 1502.

TOGETHER with the right to use in common with others the certain road-

party of the first part, and JUAN A. DEL PILAR and ELSIE DEL PILAR, husband and wife, of 80C Ridge Road, Valley Cottage, NY 10989

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

TEN and no/100-----(\$10.00)----- dollars,

lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,

lying and being in the Town of New Windsor, Orange County, New York together with the improvements thereon, situate, lying and being located off and Northerly of the Old Newburgh-Bloominggrove Turnpike and being a portion of premises on a map of lands of A.L.N. Realty Corp. made by Theodore Jargstorf, licensed surveyor, dated at Newburgh, New York, March 1939, known and designated as Windsor Acres, Section No. 1, and filed on May 22, 1939, in the office of the Orange County Clerk, and which said lot, piece or portion is more particularly bounded and described as follows:

BEGINNING at the Northwest corner of premises (sold and conveyed by Joseph Fernandez to Frank Sicilia by deed dated the 27th day of May, 1953 and recorded May 29, 1953 in Liber 1269 of deeds at page 112 in the Orange County Clerk's Office) and running thence North 67 degrees 39 minutes 10 seconds East 103.35 feet; running thence South 9 degrees 35 minutes 50 seconds East 111.50 feet to an iron pipe set in the ground; running thence South 80 degrees 44 minutes 10 seconds West for 100.70 feet to an iron pipe set in the ground at the Southeast corner of lands of Sicilia; running thence North 9 degrees 35 minutes 50 seconds West along the Easterly boundary of Sicilia for 88.10 feet to the point or place of beginning.

BEING Lot No. 2 on the Map of Survey for Joseph Fernandez, Town of New Windsor, Orange County, New York, made June 18, 1952 by Arthur W. Eustance, Engineer, filed June 26, 1952 in the Orange County Clerk's office as Map No. 1502.

TOGETHER with the right to use in common with others the certain roadway approximately 50 feet in width and lying in front of the Northwesterly boundary of the premises hereby conveyed and which roadway leads to another certain roadway 25 feet in width running from its junction with the aforesaid 50 ft. wide road in the Direction of South 9 degrees 35 minutes 50 seconds East, to the Old Newburgh-Bloominggrove Road.

SUBJECT to the following restrictions:

1. That only one dwelling house shall be built, maintained or erected on said lot.

2. That no junk or other unsightly, objectionable or offensive material shall ever be stored, kept or maintained on said premises, or any part thereof, nor shall any cows or pigs be kept on said premises or any part thereof.

SUBJECT to Grants of Record to Public Utilities.

SUBJECT to the conditions and covenants in a certain deed, A.L.N. Realty Corp. to Ernest M. Levinson Dated the 15th day of December, 1939, and recorded in the Orange County Clerk's Office on the 16th day of December, 1939, in Liber 828 of deeds at page 299.

BEING the same premises which were conveyed by Leonard Pugliese and Jean Pugliese, husband and wife, by deed March 7, 1962, to Faetana Silvestro and Frank Silvestro as Tenants in common, and recorded in the Orange County Clerk's Office on March 9, 1962 in Liber 1612 of Deeds at page 178.

BEING the same premises conveyed by James W. Boatman and Johanna Boatman to Barry A. Smith and Harriet W. Smith, by deed dated August 31, 1976 and recorded in the Orange County Clerk's Office on August 31, 1976 in Liber 2045 of deeds at page 281.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

Barry A. Smith
BARRY A. SMITH

or any part thereof.

SUBJECT to Grants of Record to Public Utilities.

SUBJECT to the conditions and covenants in a certain deed, A.L.N. Realty Corp. to Ernest M. Levinson Dated the 15th day of December, 1939, and recorded in the Orange County Clerk's Office on the 16th day of December, 1939, in Liber 828 of deeds at page 299.

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TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

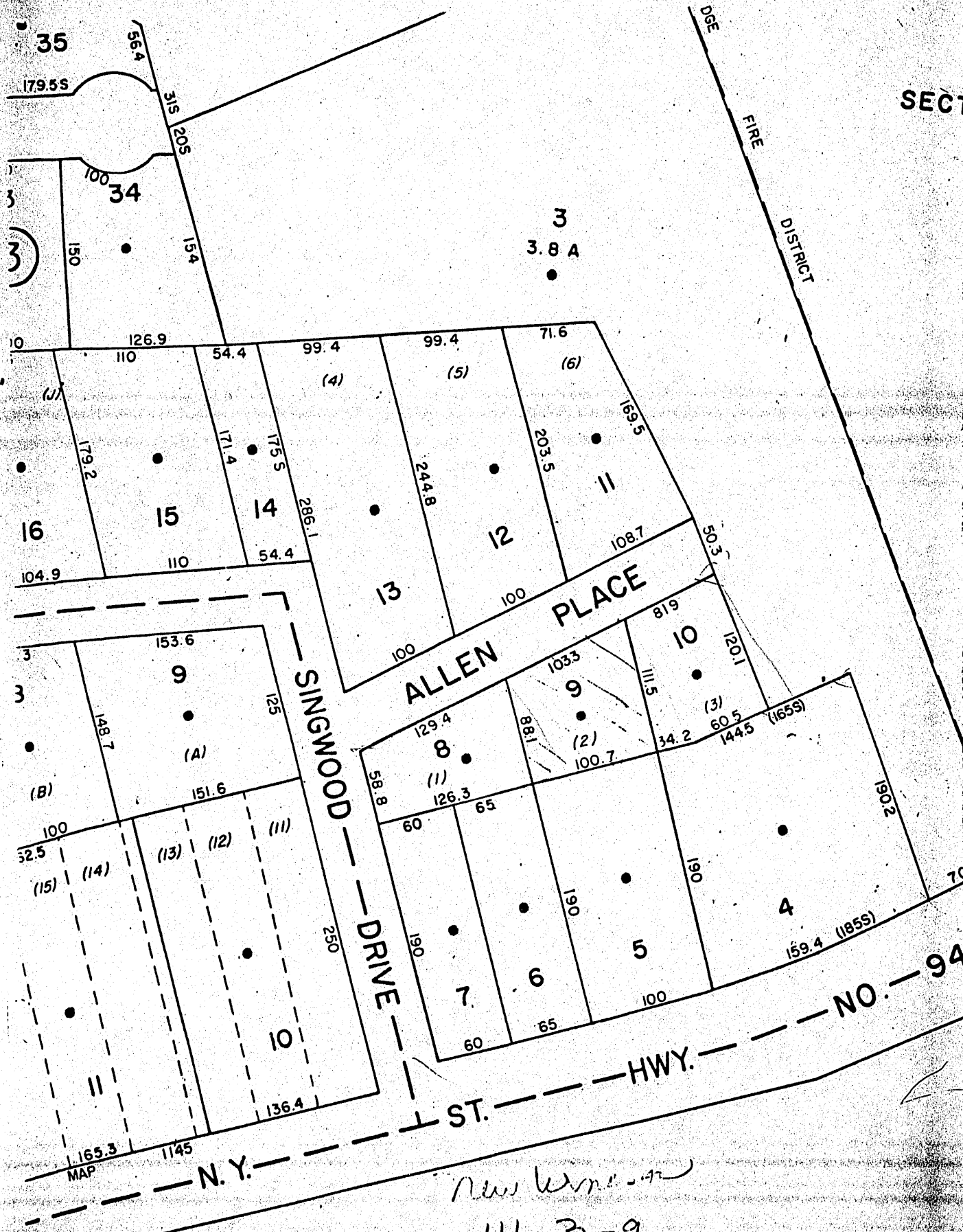
Barry A. Smith
BARRY A. SMITH

Harriet W. Smith
HARRIET W. SMITH

LIBER 2203 PG 569

**PREVIOUS
DOCUMENT
IN POOR
ORIGINAL
CONDITION**

FIRE DISTRICT



New Wine - 72

41-3-9

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR
COUNTY OF ORANGE : STATE OF NEW YORK

In the Matter of Application for Variance of

Alfred E. Snider

Applicant.

AFFIDAVIT OF
SERVICE
BY MAIL

#91-27.

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 7 Franklin Avenue, New Windsor, N. Y. 12553.

On Sept. 10, 1991., I compared the 40. addressed envelopes containing the attached Notice of Public Hearing with the certified list provided by the Assessor regarding the above application for variance and I find that the addressees are identical to the list received. I then mailed the envelopes in a U. S. Depository within the Town of New Windsor.

Patricia A. Barnhart

Sworn to before me this
10th day of September, 1991.

Deborah Allen
Notary Public

DEBORAH GREEN
Notary Public, State of New York
Qualified in Orange County
4984065
Commission Expires July 15, 1993

(TA DOCDISK#7-030586.AOS)

LIBER 2278 PG 1154

33-11657

THIS INDENTURE, made the 23rd day of March, nineteen hundred and eighty-four, BETWEEN JUAN A. DEL PILAR and ELSIE DEL PILAR, residing at 4 Allen Place, New Windsor, New York 12550;

party of the first part, and ALFRED E. SNIDER and KAREN A. SNIDER, husband and wife, residing at 120 Sherwood Drive, South, Middletown, New York 1049

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, being known as Lot No. 2 and shown on a map entitled, "Survey for Joseph Fernandez", dated 18 June 1952 and filed in the Orange County Clerk's Office on 26 June 1952 as map number 1502 and being more particularly described as follows;

BEGINNING at an iron pipe on the southerly line of Allen Place; and running thence, along the division line of Lot No.'s 2 and 3, South 09° 35' 50" East 100.70' to a point; thence, South 80° 44' 10" West 100.70' to an iron pipe; thence, along the division line of Lot No.'s 1 and 2, North 09° 35' 50" West 88.10' to a point on the southerly line of said Allen Place; thence, along said line, North 67° 38' 10" East 103.25' to the point or place of beginning.

BEING the same premises conveyed by Barry A. Smith and Harriet W. Smith to Juan A. DelPilar and Elsie DelPilar by deed dated July 9, 1981, and recorded in the Orange County Clerk's Office on September 11, 1981, in Liber 2203 of Deeds at Page 568.

TOGETHER with the right to use in common with others the certain roadway approximately 50 feet in width and lying in front of the North-westerly boundary of the premises hereby conveyed and which roadway leads to another certain roadway 25 feet in width running from its junction with the aforesaid 50 ft. wide road in the Direction of South 9 degrees 35 minutes 50 seconds East, to the Old Newburgh-Bloomingrove Road.

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to

SECT. 41
BLK. 3
LOT 9

Xd.
H/K

party of the first part, and ALFRED E. SNIDER and KAREN A. SNIDER, husband and wife, residing at 120 Sherwood Drive, South, Middletown, New York 10495

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange and State of New York, being known as Lot No. 2 and shown on a map entitled, "Survey for Joseph Fernandez", dated 18 June 1952 and filed in the Orange County Clerk's Office on 26 June 1952 as map number 1502 and being more particularly described as follows;

BEGINNING at an iron pipe on the southerly line of Allen Place; and running thence, along the division line of Lot No.'s 2 and 3, South 09° 35' 50" East 100.70' to a point; thence, South 80° 44' 10" West 100.70' to an iron pipe; thence, along the division line of Lot No.'s 1 and 2, North 09° 35' 50" West 88.10' to a point on the southerly line of said Allen Place; thence, along said line, North 67° 38' 10" East 103.25' to the point or place of beginning.

BEING the same premises conveyed by Barry A. Smith and Harriet W. Smith to Juan A. DelPilar and Elsie DelPilar by deed dated July 9, 1981, and recorded in the Orange County Clerk's Office on September 11, 1981, in Liber 2203 of Deeds at Page 568.

TOGETHER with the right to use in common with others the certain roadway approximately 50 feet in width and lying in front of the North-westerly boundary of the premises hereby conveyed and which roadway leads to another certain roadway 25 feet in width running from its junction with the aforesaid 50 ft. wide road in the Direction of South 9 degrees 35 minutes 50 seconds East, to the Old Newburgh-Bloomingrove Road.


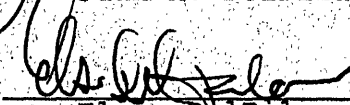
TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part; the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:


Juan A. DelPilar (L.S.)

Elsie DelPilar (L.S.)

STATE OF NEW YORK, COUNTY OF ORANGE

On the 23rd day of March 1984, before me personally came

JUAN A. DEL PILAR and
ELSIE DEL PILAR

to me known to be the individual S described in and who executed the foregoing instrument, and acknowledged that they executed the same.

[Signature]
Notary Public

Commission Expires March 1985
Orange County

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

BARGAIN AND SALE DEED
WITH COVENANT AGAINST GRANTOR'S ACTS
Title No.

JUAN A. DEL PILAR and
ELSIE DEL PILAR

TO

ALFRED E. SNIDER and
KAREN A. SNIDER

SECTION
BLOCK
LOT
COUNTY OR TOWN

234
112

Recorded at Request of COMMONWEALTH LAND
TITLE INSURANCE COMPANY

RETURN BY MAIL TO:

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by



COMMONWEALTH LAND
TITLE INSURANCE COMPANY

Frank J. Doupona, Esq.
744 Broadway
Newburgh, New York 12550

Zip No.

J. Del Pilar

ING OFFICE

7:51 PM
APR 11 1984
CLERK

ext. filed the foregoing instrument, and acknowledged that they executed the same.

Notary Public

Commission Expires March 1985
Oxy Cus

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed the name thereto by like order.

ss: STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed the name as witness thereto.

BARGAIN AND SALE DEED
WITH COVENANT AGAINST GRANTOR'S ACTS
Title No.

JUAN A. DEL PILAR and
ELSIE DEL PILAR

TO

ALFRED E. SNIDER and
KAREN A. SNIDER

SECTION
BLOCK
LOT
COUNTY OR TOWN

Recorded at Request of COMMONWEALTH LAND
TITLE INSURANCE COMPANY

RETURN BY MAIL TO:

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by



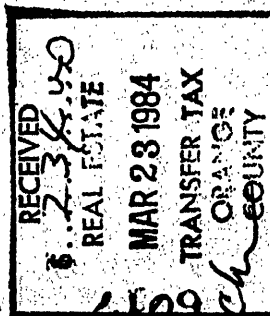
COMMONWEALTH LAND
TITLE INSURANCE COMPANY

Frank J. Doupona, Esq.
744 Broadway
Newburgh, New York 12550

Zip No.

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

LIBER 2278 PG 1155



Orange County Clerk's Office, S.S.
Recorded on the 23rd day
of March 1984 at 1:15
P.M. in Liber 2278
at page 1155.
and Examined,
Muriel S. Murphy
Clerk

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

91-27

Date: Aug. 14, 1991

I. ✓ Applicant Information:

- (a) Alfred E. Snider 4 Allen Place, N.W. 562-7337 ✓
(Name, address and phone of Applicant) (Owner)
- (b) _____
(Name, address and phone of purchaser or lessee)
- (c) _____
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of broker)

II. Application type:

- ☐ Use Variance ☐ Sign Variance
- ☒ Area Variance ☐ Interpretation

III. ✓ Property Information:

- (a) R-4 4 Allen Place 41-3-9 100 x 103 ±
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.?
- (c) Is a pending sale or lease subject to ZBA approval of this application? no
- (d) When was property purchased by present owner? March 1984
- (e) Has property been subdivided previously? no When? —
- (f) Has property been subject of variance or special permit previously? no When? —
- (g) Has an Order to Remedy Violation been issued against the property by the Zoning Inspector? no
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: _____

IV. Use Variance: N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow: _____
(Describe proposal) _____

- (b) *N/A* The legal standard for a "Use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of SSL/PLU Regs., Col. F.

Requirements	Proposed or Available	Variance Request
Min. Lot Area		
Min. Lot Width		
Reqd. Front Yd.		
Reqd. Side Yd. <u>15 ft</u>	<u>6 ft</u>	<u>9 ft</u>
Reqd. Rear Yd.		
Reqd. Street Frontage*		
Max. Bldg. Hgt.		
Min. Floor Area*		
Dev. Coverage* %	%	%
Floor Area Ratio**		

* Residential Districts only

** Non-residential districts only

- (b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also, set forth any efforts you have made to alleviate the difficulty other than this application.

Due to the small size of the room adjoining the kitchen there is no practical dining area. Therefore, in addition to the use as an exit to the back door the deck is used as an extension to the kitchen and must accommodate dining

VI. Sign Variance: *N/A*

- (a) Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

	Requirements	Proposed or Available	Variance Request
Sign 1			
Sign 2			
Sign 3			
Sign 4			
Sign 5			
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

- (b) ^{N/A} Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

- (c) ^{N/A} What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation: ^{N/A}

- (a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

- (b) Describe in detail the proposal before the Board:

VIII. [✓] Additional comments:

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

As can be seen in the pictures, the location of trees, design of the decking and spacing between the house provides an appealing look to the area and presents no visual or aesthetic problems to any of the adjoining property. The deck is an upgrade to the appearance and practicality of the house at 4 Allen Place.

IX. [✓] Attachments required:

- ☒ Copy of letter of referral from Bldg./Zoning Inspector.
- ☒ Copy of tax map showing adjacent properties.
- ☒ Copy of contract of sale, lease or franchise agreement.
- ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- ☒ ^{N/A} Copy(ies) of sign(s) with dimensions.
- ☒ Check in the amount of \$ 25.00 payable to TOWN OF NEW WINDSOR.
- ☒ Photos of existing premises which show all present signs and landscaping.

X. AFFIDAVIT

Date Aug. 28, 1991.

STATE OF NEW YORK)
COUNTY OF ORANGE) SS.:

The undersigned Applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

X Alfred E. Sinder
(Applicant)

Sworn to before me this

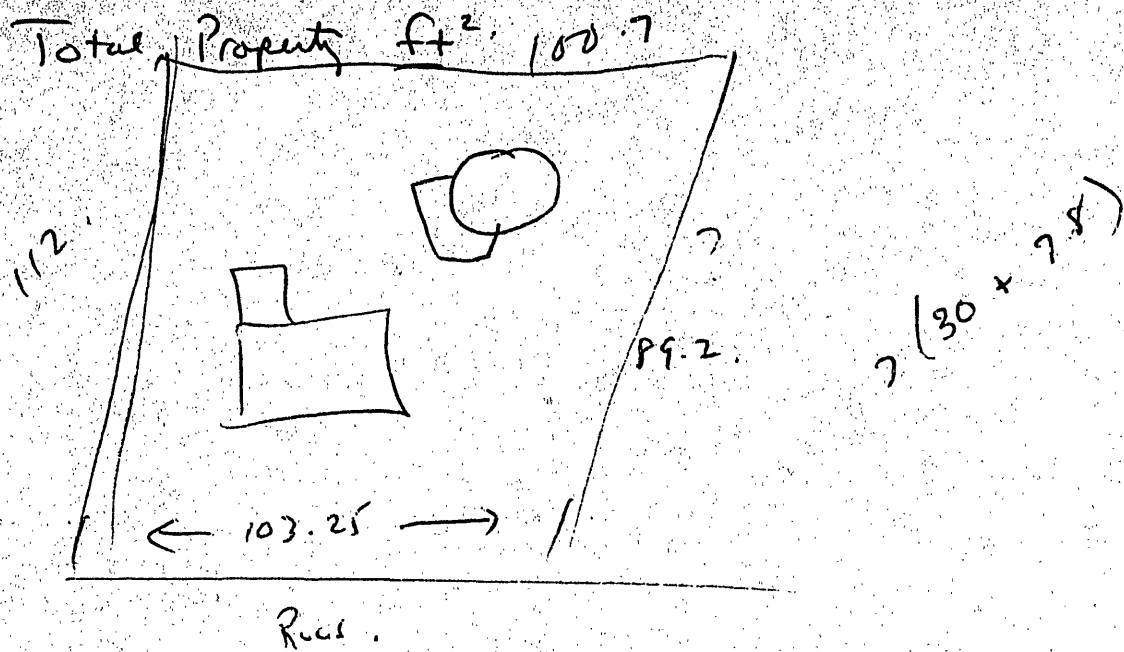
28th day of August, 1991.
Patricia A. Barnhart

XI. ZBA Action:

PATRICIA A. BARNHART
Notary Public, State of New York
No. 01BA490-0000
Qualified in Orange County
Commission Expires August 31, 1993.

- (a) Public Hearing date _____
- (b) Variance is _____
Special Permit is _____
- (c) Conditions and safeguards: _____

A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY
RESOLUTION OF ZONING BOARD OF APPEALS.



$$\text{House} = 43 \times 26 = 1118 \text{ ft}^2$$

$$\text{Deck} = 14 \times 16 = 224 \text{ ft}^2$$

$$\begin{aligned} \text{Pool} &= 2\pi r^2 = 2(3.14)(10.5)^2 \text{ ft}^2 \\ &= 692.4 \text{ ft}^2 \end{aligned}$$

$$\begin{aligned} \text{Pool deck} &= \\ &= 113.4 \text{ ft}^2 \end{aligned}$$

$$= 21.2\%$$

$$\text{2147.8 covered area}$$

$$\text{Ht Property } 10130.16$$

$$\text{Allowed } 30\% \text{ } \text{3039 ft}^2$$

PUBLIC NOTICE OF HEARING BEFORE
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals
of the TOWN OF NEW WINDSOR, New York will hold a
Public Hearing pursuant to Section 48-34A of the
Zoning Local Law on the following proposition:

Appeal No. 27

Request of Alfred E. Snider

for a VARIANCE of

the regulations of the Zoning Local Law to

permit an existing deck with

insufficient sideyard;

being a VARIANCE of

Section 48-12 Table of USE/BULK Reg., Col F

for property situated as follows:

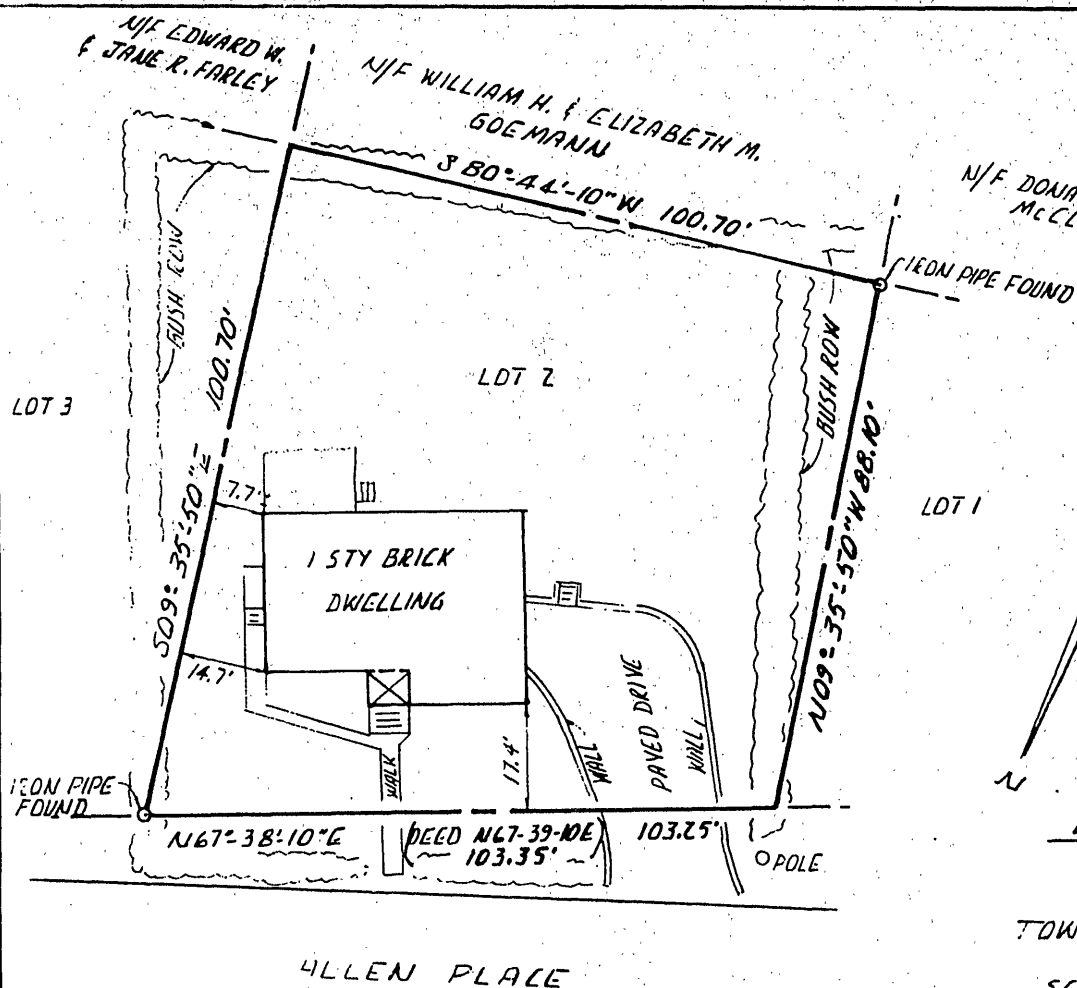
4 Allen Place

New Windsor, N.Y. 12553

Sect. 41 Block. 3 Lot. 9

SAID HEARING will take place on the 23rd day of
September, 1991, at the New Windsor Town Hall,
555 Union Avenue, New Windsor, N. Y. beginning at
7:30 o'clock P. M.

Richard Fenwick
Chairman



NOTES:

- 1) UNAUTHORIZED ALTERATION OR ADDITION TO THIS MAP IS A VIOLATION OF SECTION 7209(2) OF THE N.Y.S. EDUCATION LAW.
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- 2) DEED REFERENCE: LIBER 2203-PAGE 56B.
- 3) BEING LOT NO. 2 FROM MAP ENTITLED, "SURVEY FOR JOSEPH FERNANDEZ", DATED 18 JUNE 1952 AND FILED IN THE ORANGE CO. CLERK'S OFFICE 26 JUNE 1952 AS MAP #1502.
- 4) TAX MAP DESIG.: 541-B3-L9.

SURVEY FOR

ALFRED E. & KAREN A. SNIDER
(#4 ALLEN PLACE)

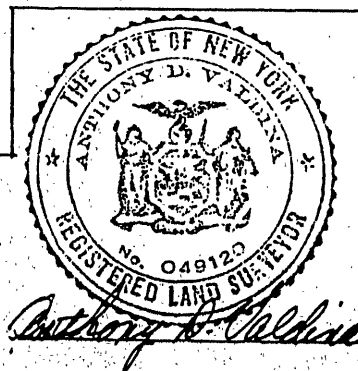
TOWN OF NEW WINDSOR • ORANGE CO. • NEW YORK

SCALE: 1" = 30'

DATE: 19 MAR. 1984

JOB NO. 184-25

CERTIFIED CORRECT TO, JUAN A. DEL PILAR, ELSIE DEL PILAR; ALFRED E. SNIDER, KAREN A. SNIDER; AMERICAN TITLE INSURANCE COMPANY; AND EMPIRE OF AMERICA FSA, FROM A FIELD SURVEY OF 8 MARCH 1984.



ANTHONY D. VALDINA
REGISTERED LAND SURVEYOR
7 PIERPONT AVE.
NEWBURGH, N.Y. 12550
N.Y.S. L.I.C. NO. - 049120

August 12, 1991

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SNIDER, ALFRED:

BY MR. FENWICK: This is a request for a nine foot side yard variance for existing deck located 4 Allen Place in an R-4 zone.

Mr. Alfred Snider came before the Board representing this proposal.

BY MR. SNIDER: Story is, I have an existing deck that we built to service a back door on the house and I have, this is the deck and it's on the property line on the survey. I'll show you a little diagram of this, cuts diagonally across, very strange angle. You'll see at the corner of the existing house, this does not show the deck. Corner of the house is 7.7 feet from there and built in 1954 and the deck extends 14 feet off the back of the house parallel with the side of the house so that when it finishes, it's within 6.6 feet. The deck was built in 1989. At the time it was built, I wasn't aware I needed a permit to service the back door of the house and I really didn't understand the angle of that property line until I started setting up the application for the permit. Houses on the block are all parallel to each other. Nothing really follows the property line. Moved in there, there was a hedge row that was also parallel which actually cut through both properties.

BY MR. TORLEY: Where is the house?

BY MR. SNIDER: Just off of Blooming Grove Turnpike. See, the hedges used to be there, we have removed the hedges since.

BY MR. TORLEY: The deck is off the back?

BY MR. SNIDER: Yes, I'll show you, I do have a diagram with the deck on. The neighbor's house is a good ways away. But everyone in this neighborhood has property lines that are diagonal.

BY MR. TORLEY: All the houses that parallel the road and the property lines are diagonal?

BY MR. SNIDER: Right. We believe that we, these properties were first set up there was a mistake made on the survey because you can see the house is

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nowhere near the center of the property, but when we put the survey around, the houses wind up exactly in the middle of the properties, but that's another problem for another time.

BY MR. FENWICK: Just out of curiosity, what has caused you to seek a building permit?

BY MR. SNIDER: We recently installed a pool and we wanted a permit on that and I asked about it while I was getting the permit for the pool, which we do have. I was finished building the pool. We have a little deck on the pool and electricity.

BY MR. FENWICK: Mike, is there any question on developmental coverage?

BY MR. BABCOCK: We're allowed 30 percent. I don't have the calculations of what he has coverage there.

BY MR. TORLEY: Do you know what we mean by developmental coverage? You can only have houses, sidewalks, decks and pools on 30 percent of the land, otherwise you'd need a variance for that. So we want to make sure if that's the case, we have everything covered, otherwise you won't have a valid C.O.

BY MR. FENWICK: Why do you feel you need a deck this large and why couldn't the deck be put in such a location as to not need a variance? Why has the deck been located there?

BY MR. SNIDER: The door isn't located on the diagram, but the back door is right about in the center of that deck and we'd use it for barbecues and cookouts to get up off the ground. There is some height to the step down in that location, too. It follows the line of the house, the way it's built and there's a window right there on the corner between the door and the house.

BY MR. KONKOL: How long have you lived at the house?

BY MR. SNIDER: Since 1984.

BY MR. KONKOL: And you built the deck in '85?

BY MR. SNIDER: Right. That number comes off of this survey.

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BY MR. FENWICK: Just can't figure out how you can go back 14 feet and still be 60 away. What are you basing your measurements on that you're six feet away?

BY MR. SNIDER: I used a site line with a tape measure, 7.7 feet. That's not any calculation, that's from the survey. See, one of the interesting things about this piece of property is that the house is nowhere near the center of the property. But if you take the survey, using this whole block and turn it over, all the houses wind up exactly in the center of the properties. Kind of suspect when this whole area was originally surveyed and developed that somebody turned over a piece of tissue paper at the wrong time.

BY MR. TORLEY: At its closest point, the deck is how near the edge?

BY MR. FENWICK: Six foot.

BY MR. TORLEY: And the edge of the house is 7.7?

BY MR. SNIDER: 7.7.

BY MR. TORLEY: Does he really need a nine foot variance?

BY MR. SNIDER: The way it was explained to me is that if the deck remained at 7.7 that wouldn't be a need for a variance because of the house, the day it was built or whatever. But, it impedes more on the property line than the house does.

BY MR. TORLEY: Does he need a variance back the full distance or just back the 7.7 foot?

BY MR. BABCOCK: This is exactly how it's been wrote up. All of these have been wrote up throughout the years. I don't think we have ever really made that interpretation.

BY MR. FENWICK: What is that?

BY MR. BABCOCK: The requirement is 15 foot side yard and that's how we have always done it.

BY MR. FENWICK: Yeah, you have to stay with that.

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BY MR. TANNER: Don't we need to know the exact distance? We can't give a variance guessing what that distance is.

BY MR. SNIDER: You have to look at the poles.

BY MR. FENWICK: The problem is I'll tell you what's come before this Board right now. One of the things that it's not, it's very recent as a matter of fact, somebody wants to refinance their house or sell it. If this is not accurate, or you're not accurate, going to be back here again because it's going to have to be surveyed and you're going to need a C.O. for the deck and it turns out that we're only three feet from the property line. You're still illegal. You've told us that it's six feet. Say we grant a variance based on six, what I'm saying is this should be an accurate measurement. We want to know that we have used an accurate measurement. If you're basing it on line of sight, I don't think that's a good idea because you could, I don't know, you know, where your posts are. He hasn't shown the deck here. I'm not arguing the seven foot seven, I'm arguing what the deck is. What I'm saying is --

BY MR. TANNER: Banks can be really fussy about that.

BY MR. FENWICK: Three tenths of an inch brick fascia, they have used that.

BY MR. BABCOCK: Mr. Chairman, if we're going to go back to do the check on the measurement, would you like to have the developmental coverage number added to this application?

BY MR. FENWICK: Yes, probably should be checked.

BY MR. TORLEY: Again, for the same reason.

BY MR. SNIDER: Does that include sidewalk?

BY MR. BABCOCK: Yes.

BY MR. SNIDER: We eliminated a sidewalk from this side of the house and subtracted that out.

BY MR. NUGENT: We can still set him up for a public hearing. He just needs that information when he

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comes in.

BY MR. SNIDER: Many of the neighbors because of this problem with the angles have been, I've seen surveyors in the area and I've been approached by some of the neighbors to do a group survey of the whole area. I know as a matter of fact, this house over in this corner is in probate and they just resurveyed this man's [property, he's going to lose half of his driveway when they resell the house, along with well, he actually has a shed over on our corner of our property. So the lines are really messed up.

BY MR. FENWICK: It's not as unusual as you may think. We don't have our attorney here tonight and most times if we have a request for a variance and what the applicant is giving the information he's giving you, if we have an affidavit to the effect that what you're saying is accurate, that could be something --

BY MR. TANNER: From your point of view, I just don't want you to end up with a variance you can't use really.

BY MR. BABCOCK: Maybe I could suggest if there's no change to the application, we could go ahead with it. If there's a change in numbers, then in either developmental coverage or side yard measurements, we should start with a new application and new preliminary for the record for the numbers.

BY MR. KONKOL: I think that's right, Mike.

BY MR. BABCOCK: If the Board wishes to set him up for a public hearing and none of the numbers change based on this application, we can go ahead with it. If they change, we'll have to change the paperwork and get it back to the Board.

BY MR. TORLEY: If it turns out to be five foot eleven inches, that's close enough. Any significant change.

BY MR. FENWICK: I have no problem with that.

BY MR. SNIDER: On the original application, it says six feet.

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BY MR. FENWICK: What I'm saying, if you can do it a better way besides line of sight, it might be worth it. I mean, it's, you could probably look at your property now and say the hedges, you know, if somebody that was not aware of this would have moved into the area, the hedges make it perfectly good property line but they aren't it. So, I'll entertain a motion we set him up for a public hearing based on the application we have before us.

BY MR. NUGENT: I'll make that motion.

BY MR. TORLEY: I'll second it.

ROLL CALL:

Mr. Torley: Aye.

Mr. Finnegan: Aye.

Mr. Konkol: Aye.

Mr. Tanner: Aye.

Mr. Nugent: Aye.

Mr. Fenwick: Aye.

BY MR. FENWICK: We have to write a decision if in fact it were granted to that effect, we're writing a law for your property. We have got to have good reason for that law.

BY MR. TORLEY: You have to show economic injury, practical difficulty.

BY MR. FENWICK: One of the things that --

BY MR. TORLEY: The fact that you want the deck doesn't cut it.

BY MR. FENWICK: Right, does it in fact enhance the property, if you had a smaller deck would it, you know, possibly effect the property and in an adverse way, okay?

BY MR. SNIDER: Thank you.